

**AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HOWELL  
AND**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 228**

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**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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**METS SCHIRO & MCGOVERN, LLP  
555 US Route 1 South, Suite 240  
Iselin, NJ 08830  
732-636-0040  
[www.msmlaborlaw.com](http://www.msmlaborlaw.com)**

**PBA Local 228 Attorneys**

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## **PREAMBLE**

**THIS AGREEMENT** made and entered into in Howell Township, New Jersey this 6<sup>th</sup> Day of May, 2014, between the Township of Howell a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Policemen's Benevolent Association, Local 228, hereinafter referred to as the "PBA".

## **WITNESSETH:**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement.

**NOW, THEREFORE**, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I**  
**RECOGNITION AND SCOPE OF AGREEMENT**

**SECTION 1**

The Employer hereby recognizes the PBA Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein. For the purposes of negotiations and all activities and processes relative thereto.

**SECTION 2**

The negotiating unit shall consist of all of the regular, full-time officers of the Police Department of Howell Township now employed, or hereafter employed, except the Chief of Police, Captain(s), Lieutenants, Sergeants, and all civilian employees.

**SECTION 3**

This Agreement shall govern all wages, hours, and other conditions of employment set forth.

**SECTION 4**

This Agreement shall be binding upon the parties hereto.

**SECTION 5**

Title N.J.S.A. 40A:14-118 et seq. of the New Jersey Statutes as it applies to Municipal Police Officers and all other applicable State Statutes shall be adhered to as part of this Agreement.

## **ARTICLE II POLICE OFFICER'S RIGHTS**

### **SECTION 1**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, creed, color, national origin, age, or political affiliation.

### **SECTION 2**

Pursuant to Chapter 303, New Jersey Public Laws of 1968, as amended, and the New Jersey Employer-Employee Relations Act the Township agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every policeman shall have the right to refrain from any such activity. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Law of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that there shall be no discrimination, unfair treatment or coercion by the Employer or any of its agents against the unit employees, with regard to duty assignments, scheduling days off, or use of any rights granted under this Agreement, except action taken in accordance with approved disciplinary procedure. The PBA agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

### **SECTION 3**

In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the Attorney General Guidelines on Internal Affairs Policy and Procedure.

## **ARTICLE III COLLECTIVE NEGOTIATING PROCEDURE**

### **SECTION 1**

The duly authorized representatives of the parties shall conduct collective negotiations with respect to rates of pay, or other conditions of employment. Unless otherwise designated, the governing body of the Township or its designees and the President of the PBA or his designees shall lead the negotiations for the parties as agreed to in this Article.

### **SECTION 2**

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following: (a) The hours, dates and location for the parties to meet and negotiate; (b) The limitation on caucus time, if any; (c) The procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s) or portions thereof; (d) The numbers of persons permitted in and at the negotiations; (e) The procedure for cancellation or delays of negotiations by either party; (f) A clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

### **SECTION 3**

The members of the PBA's Negotiating Committee, not to exceed three (3) in number including the PBA President, shall be granted time off from duty with full pay for purposes of engaging in collective bargaining with Township Representatives. It is agreed to by the Association, that no more than one (1) member of the committee (other than the PBA President) will be released from each division, so that such release time will not diminish the effectiveness of the Police Department, unless, in the Chiefs discretion, an additional member of a division can be released. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled start time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties, if the members scheduled shift has not already ended. Parties may request additional time from their supervisor. Additional members of the PBA may be permitted to attend negotiating sessions, but shall not do so when in an "on-duty" status. The President of the Howell Township PBA shall be entitled to be released from duty two (2) hours prior to the start of a scheduled negotiation session. The time to report back to duty for the PBA President shall be two (2) hours after the conclusion of the negotiating session, if the PBA President's scheduled shift has not already ended.

## **ARTICLE IV MANAGEMENT RIGHTS**

### **SECTION 1**

The PBA recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

### **SECTION 2**

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions, to hire and transfer employees (as defined in this Agreement), to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

### **SECTION 3**

Unless defined in this Agreement, nothing shall interfere with the rights of the Employer in accordance with the applicable law, rules, and regulations to: (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible; (b) Manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within the Police Department as defined in this Agreement and under the provisions of the Howell Township Personnel Policies, Procedures and Regulations, copies and amendments thereto to be provided to employees. (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay-off employees in the event of a lack of work or funds. The Employer agrees that the assignment of regular full-time duties now being performed by the patrol officers will not be assigned to non-certified patrol officers for the sole reason to: (1) reduce the number of present patrolmen, or (2) stagnate the size of the unit. It is further agreed that, in the event of a reduction in force in this unit, seniority will prevail during the period of the reduction in force and in any subsequent rehiring.

### **SECTION 4**

The parties mutually recognize and agree to the applicability of N.J.S.A. 34: 13A- 5.3 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.



## **ARTICLE V GRIEVANCE PROCEDURE**

**SECTION 1** A grievance is any complaint regarding wages, hours of work or other conditions of employment. To provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

**SECTION 2** An individual employee who has a grievance may orally present it to the lowest ranking supervisory officer who has the authority to resolve the grievance. The grievance must be presented within 30 calendar days of its occurrence or when the employee reasonably should have known of its occurrence, whichever is later. If the grievance is not adjusted satisfactorily at this level and the employee wishes to continue with the grievance, it shall be presented by the authorized PBA representative.

**SECTION 3** When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1            The PBA representative or his/her duly authorized and designated representative shall present the grievance or grievances in writing to the Police Chief or his/her duly designated representative. The Police Chief shall answer the grievance in writing within 7 calendar days.

Step 2            If the grievance is not resolved at Step 1, or no answer has been received by the PBA within the time set forth in Step 1, the grievance may be presented in writing to the Town Manager within 14 calendar days. The Town Manager shall answer the grievance in writing within 14 calendar days.

### **SECTION 4**

a.            If the grievance is not resolved at Step 2, the PBA may take the matter to arbitration by notification to the Township Manager within twenty (20) days from the receipt of the Manager's decision. Application for the appointment of an Arbitrator shall be made directly to the New Jersey Public Employment Relations Commission according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the PBA. The Arbitrator shall be without power or authorization to make any decision, which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator's function shall be to interpret and apply the provisions of this Agreement. The Arbitrator shall not add to or subtract from the provisions of this Agreement.

b. The term "days" as used herein refers to calendar days

## **ARTICLE VI SICK LEAVE**

### **SECTION 1**

All permanent full-time employees covered by this agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. One (1) extra sick day shall be awarded for each six (6) month block of time assuming that no sick time has been used during this period of time. The amount of sick leave not taken shall accumulate from year-to-year. As of January 1<sup>st</sup> following an employee's one (1) year anniversary date, in anticipation of a complete year of service, the employee shall be credited with the entire year's sick leave of twelve (12) days. The employee may utilize the credited sick time at any time; however, any time utilized prior to its being earned, on a one (1) day per month accrual basis, shall be considered a loan of the time. In the event the employee for any reason terminates his service, or is terminated, prior to sick time being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such sick leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

(a) Officers that have at least twenty five (25) accumulated sick days can opt to sell back up to four (4) unused sick days (8 hours per day) per year. The officers shall notify the Township Manager of their intent to sell back sick time up to four (4) days not later than November 15<sup>th</sup> of every year. Officers shall receive their buy back payment in the first check in December of every year.

### **SECTION 2**

Upon separation, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction or guilty plea in any criminal court of an indictable offense. One (1) days' pay shall be equal to eight (8) hours.

### **SECTION 3**

In all cases of reported illness or disability, the Township Manager or his/her designee, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee. The Township will pay costs of exam and related tests.

### **SECTION 4**

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the employee's attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

## **SECTION 5**

In the case of a long term illness or injury (which shall be defined to mean an illness or injury which is expected to prevent an officer from reporting to work for a continuous period of thirty (30) days or more or result in death, which does not arise out of employment, an officer shall have the option to utilize any accrued sick time, vacation time, holiday time, or compensatory time in order to collect full pay and continue to accrue benefits under Section 6 of this Article. Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employee's actual gross rate of pay when the employee returns to work. If an employee chooses, he may request an unpaid leave of absence, or, subject to the rules of the disability insurance carrier, he may retain his accrued time and collect disability. Only after an employee utilizes his accrued benefits, may he request a paid leave of absence under N.J.S.A. 40A:14-137. If the Township Council adopts the appropriate ordinance authorizing such leave, the language referred to below in Section 8 shall apply. Once an employee uses up his accrued time, the Township shall retain its options as to the granting or denial of a leave of absence, or it may take the appropriate steps under the law to remove the employee from service. An officer shall use sick leave concurrent with FMLA of for his/her own serious health condition and optional for other reasons. The officer can opt to use other accrued time.

## **SECTION 6**

While on paid leave of absence, an employee shall continue to accrue benefits, until such time as they have utilized all of their accumulated time. Once an employee is on disability only, they will no longer accrue benefits.

## **SECTION 7**

When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Manager to examine such employee, the Township Council may, by ordinance, pursuant to N.J.S.A. 40A: 14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one year. The employee shall not be charged any sick leave time for this time lost due to the aforesaid injury or disability.

## **SECTION 8**

Prior to the passage of an ordinance referred to in Sections 5 or 7 herein, a contract shall be executed between the employee and the Township, setting forth that the employee shall remit to the Township the equivalent amount of monies paid to him in accordance with Sections 5 or 7 herein, from monies he may receive from Workers Compensation benefits, or Insurance policies paid by the Township, and/or from possible legal settlement or judgment, that resulted from any job related injury or disability referred to in this Article.

## **SECTION 9**

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent, or unmarried brother or sister living with the employee.

## **SECTION 10**

All absences due to illness or disability shall be reported to the assigned desk officer as soon as is reasonably possible, but no later than one (1) hour and fifteen (15) minutes prior to the beginning of the employee's shift.

## **SECTION 11**

Nothing in this Article shall preclude the Township from exercising any rights that it may otherwise have with respect to disabled employees who are injured on the job or off the job.

## **SECTION 12**

An officer who returns to work, after a work related injury, and subsequently requires additional medical treatment for the work related injury will be permitted to attend pre-approved medical appointments while the officer is on duty with no loss of pay or time, provided that the treatment is as a result of the work related injury and is first approved in writing by the Township's worker compensation insurance carrier or adjuster prior to the officer's submission of the schedule of treatments to the Chief of Police or his designee. In addition the officer in order to qualify for the time off from work to obtain such medical treatment must advise the Chief of Police or his designee of all scheduled appointments at least five (5) days in advance. In the event that the officer is assigned to a work shift that does not permit the officer to schedule appointments for medical treatment during the officer's duty shift, the officer shall be temporarily reassigned to a shift, which would allow the officer to attend pre-approved treatment while on duty. In the event that in the sole opinion of the Chief of Police such a temporary transfer causes a manpower allocation problem, then the most junior officer regularly scheduled to work the shift to which the affected officer is temporarily transferred, shall be temporarily transferred to the transferring officer's shift until the medical treatments causing the transfer are discontinued either by the officer's treating physician, the Township workers compensation insurance carrier, or by the officer. In the event that the necessary and pre-approved medical treatment for a previous work related injury cannot be scheduled on the officer's scheduled workday, then the officer shall be compensated for the actual time spent receiving treatment by being credited compensatory time off equal to the amount of time spent receiving medical treatment. The Chief of Police may request proof that the officer attended such treatment and the length of time that the treatment took.

## **SECTION 13**

### **Terminal Leave**

Any employee who serves notice of their intention to retire from their employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date under the following terms and conditions.

- (a) In order to qualify for terminal leave the employee shall notify the Chief of Police or his designee of the employee's election to utilize terminal leave time, no less than 45 days prior to the commencement date of the terminal leave, and
- (b) Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board, and
- (c) Once an employee commences terminal leave, their decision to retire from the employment with Howell Township shall become irrevocable, and

(d) An employee qualifying for terminal leave benefits shall be permitted to convert up to forty (40) accumulated sick leave days into "terminal leave days" which shall be utilized prior to the employee's retirement date; and

(e) Once an employee commences terminal leave, he/she shall not accrue any additional sick, personal or vacation time and/or seniority.

## **SECTION 14**

### **Light Duty**

If an employee is injured due to an injury sustained outside of work, he/she shall have the option of returning to work in a light duty capacity. The employee must have a medical release from the physician whose care he/she is under which states any physical restrictions the employee may have. The employee will be given a light duty assignment by the Chief of Police or his designee. The limit for which an officer is to be assigned on light duty shall not exceed thirty (30) working days. An employee assigned to light duty shall maintain his/her work schedule, including regular days off, and shift. An employee may be assigned to a different work schedule and/or shift with his/her consent.

**ARTICLE VII**  
**MILITARY DUTY AND OTHER LEAVES OF ABSENCE**

**SECTION 1**

**LEAVE OF ABSENCE WITHOUT PAY**

Leaves of absence without pay for other than illness may be requested by an officer in accordance with N.J.S.A 40A:14-136.

**SECTION 2**

**MILITARY LEAVE**

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The Township shall have the right to require prior proof of such attendance by military order.

**SECTION 3**

**BEREAVEMENT**

In the event of the death of a member of the employee's immediate family, there shall be three (3) consecutive bereavement days' leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purpose of this Section shall mean and refer only to the employee's spouse, civil union partner, child, parent or guardian, brother or sister, parents-in-law, grandparents, brother or sister-in law, son or daughter-in-law, and grandchildren and step-parents and step-children.

**SECTION 4**

**JURY DUTY**

Any member of the PBA who is called and reports for jury duty in the state or federal court system shall be released from duty with pay during the actual time of such jury service. The Township shall be entitled to deduct from the member's pay the amount received as a fee by the member for such jury service. Such time shall be considered the employee's shift, whether or not the actual time spent was during the employees shift.

**SECTION 5**

**MATERNITY LEAVE**

When a member of the PBA first becomes aware of her pregnancy, she shall report the condition on a Special report to the Chief of Police. Upon the pregnant member's physician's written report and recommendation, the member shall be temporarily transferred to a non-combat assignment she is capable of performing. The pregnant member shall wear appropriate civilian attire when the term of the pregnancy is such that wearing the basic uniform is impractical. When the term of the pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

## **SECTION 6**

### **NEW JERSEY FOREST FIRE SERVICE**

A paid leave of absence of up to 30 days shall be granted to any officer qualified to participate in the New Jersey Forest Fire Service Out-of-State Fire Emergency Assistance Program. The Township shall have the right to require proof of such attendance from the N.J.F.F.S. The Township will continue to pay the employee his full salary with full insurance benefits, which is not to effect the employee's vacation time. The employee shall reimburse the Township for any and all moneys received as compensation for his/her Forest Fire service.

## **SECTION 7**

### **LEGAL PROCEEDING**

The Employer allows a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a sworn officer. Such payment shall be consistent with the requirements of Article IX, Section 4 if an officer is off-duty when called to testify. It is specifically agreed that an employee who is a plaintiff in any action or who is compelled to or volunteers to testify against the Township by or for a person who has brought an action against the Township, shall not be eligible for pay under this section unless such employee uses his accrued leave time.

## **ARTICLE VIII WORK SCHEDULE AND HOURS**

### **SECTION 1 SCHEDULE**

The work schedule for all officers represented by the PBA shall be a 4-3 schedule. A 4-3 work schedule shall mean a schedule where an officer works 4 days and then is off for the next 3 days. The scheduled workday shall be a ten (10) hour day as defined in Section 4 of this agreement. Each scheduled workday shall include a minimum of forty-five (45) minutes of workout time as defined in Section 4 of this agreement.

### **SECTION 2 OVERTIME**

Contemporaneously with 4/3 work schedule, all officers who are represented by the PBA and working one hundred sixty (160) hours of work (including workout time) within each twenty-eight (28) day work cycle, shall receive overtime compensation at a time and one-half rate (either in pay or comp time at the election of the affected officer) for all hours worked in excess of one hundred and sixty (160) hours within each twenty-eight (28) day work schedule cycle. This section shall be effective as of April 1, 2014.

### **SECTION 3 SHIFT SELECTIONS BY SENIORITY**

All officers shall no earlier than August 1<sup>st</sup>, but no later than September 30th, advise the Chief of Police or his designee of that officer's first, second and third choices for shift assignment for the following calendar year. Any officer who fails to notify the Chief of Police or his designee within the time period set out above shall be deemed willing to accept any shift assignment. Copies of the officer's shift requests shall be provided to the PBA President upon request. Shift assignments for the following year will be posted by the Chief of Police no later than October 31. The Chief of Police or his designee shall assign officers to their first choice in order of seniority (most senior to least senior). However, the Chief of Police or his designee reserves the right to assign officers to their second choice if such an assignment is necessary for the efficient operation of the Department or in the event that the officer's first choice has been fully staffed by more senior officers. If an officer is assigned to his second choice of shift selection "for the efficient operation of the Police Department" the Chief shall notify the officer in writing within one (1) week as to why the assignment was necessary for the efficient operation of the Police Department. Notwithstanding the foregoing an officer shall not be assigned to their third shift choice unless that officer's first and second shift choices are fully staffed with more senior officers. Officers shall select the slot (i.e. days on and days off) on their assigned shifts, in order of seniority (most senior to least senior), within fifteen (15) days of the Department's establishment of the following years shift assignments. Officers with less than 18 months of seniority shall not be permitted to request their shift selection and their shift status shall be determined by the Chief of Police, however, those officers shall not replace more senior officers who have requested a particular shift assignment.



## **SECTION 4.**

### **SHIFT SCHEDULES**

The following represents the times for the Patrol Division Shifts:

(1) Days: 6:00 a.m. to 4:00 p.m.

workout time 3:00 p.m. to 4:00 p.m.

(Line up in uniform at 6:00 a.m.)

(2) Evenings: 1:00 p.m. to 11:00 p.m.

workout time 1:00 p.m. to 1:45 p.m.

(Line up in uniform at 2:15 p.m.)

(3) Midnights: 9:00 p.m. to 7:00 a.m.

workout time 9:00 p.m. to 9:45 p.m.

(Line up in uniform at 10:15 p.m.)

The following represents the times for the Detective Division:

**The following hours of work will be available to members of the Detective Division. A Detective may select his hours from the following times, or may change his hours of work to another set of listed hours with the approval of a supervisor to maintain the efficiency of the Detective Division. In the event there is an operational need to assign member(s) of the Detective Division to a specific shift the assignment will be given by order of seniority.**

6:00 a.m. to 4:00 p.m.

7:00 a.m. to 5:00 p.m.

8:00 a.m. to 6:00 p.m.

9:00 a.m. to 7:00 p.m.

12:00 noon to 10:00 p.m.

(workout time to be flexible throughout shift)

The following represents the times for the Community Service Division

(1) 6:00 a.m. to 4:00 p.m. (workout time to be flexible throughout shift)

(2) In the event an officer in the Community Service Division is assigned to special duty, 14 days' notice will be given prior to the changing of work hours and/or days off.

## **SECTION 5**

### **DEFINITION OF WORKOUT TIME**

Each officer during his/her workout time period shall be restricted to workouts on Township property. An officer may choose not to work out during his/her workout time period. However, said officer during that period shall be required to be in uniform and available for specific assignments during that "workout period".

**SECTION 6**

The parties further agree that each shift worked by police officers shall include a meal break, however, officers may be required to work through or cut short their meal periods in the event of an emergency.

**SECTION 7**

In the event that an officer is assigned to any training cycle, the parties agree that each of the training days at issue shall be viewed as satisfying that officer's work obligation for the affected time period.

**SECTION 8**

Each officer shall be allowed to switch his/her scheduled day off within the twenty-eight (28) day work cycle provided that the minimum manpower requirements are satisfied or met. Employees who wish to change a scheduled day off shall obtain approval from the Division Commander or the Chief of Police for such switch. The Division Commander or Chief shall not unreasonably deny such switches.

**SECTION 9**

Once during each calendar year there shall be a Departmental meeting that each member of the PBA unit will attend at no cost to the Township. Each meeting is not to exceed two (2) hours in duration. Any officer that is on vacation will not be required to attend. Members will be given at least two (2) months' notice as to the date of the meeting and no meeting will be scheduled on any holiday as defined in Article XI, Section 1 or on any Saturday or Sunday.

## **ARTICLE IX OVERTIME**

### **SECTION 1**

#### **COMPUTATION OF OVERTIME RATE**

Overtime pay shall be computed as one and one half (1 ½ ) times the officer's base hourly rate. All officer base hourly rates shall be determined by dividing the officer's yearly base pay then in effect by two thousand eighty (2080).

### **SECTION 2**

Overtime compensation for officers shall be paid when required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

### **SECTION 3**

In lieu of cash payment for overtime, an officer may receive compensatory time off at the rate of time and one-half (1 ½ ) if the officer chooses. Such time shall be taken at the discretion of the officer in accordance with a written policy established by the Chief of Police subject to the following conditions:

- (a) The request for time off shall be made in writing to the employee's immediate supervisor at least three (3) calendar days prior to the requested time off. The employee may request the use of compensatory time without the required notice; however, the Employer retains the right to deny such requests without a written notice or reason. Compensatory time once approved will not be canceled, unless forty-eight (48) hours' notice is given to the affected employee or there is an emergency situation requiring the need for more than the normal amount of shift personnel.
- (b) The request will be approved or denied. Notification will be given to the employee within two (2) calendar days after the submission of the request. When the decision is to deny the request, the notification shall be returned to the employee informing the employee of the reason(s) for the denial as outlined in Article IX, Section 4 (d).
- (c) All officers covered under this agreement shall be permitted to carry a total of two hundred and forty (240) hours of compensatory time. Said hours shall be permitted to be carried over into each year. Any hours over two hundred and forty (240) hours must be plotted and used prior to the years end.
- (d) It is understood by the parties that the written policy established by the Chief of Police shall attempt to balance the rights of the employee to take compensatory time off against the need to ensure adequate levels of personnel on duty to allow for the efficient operation of the Police Department.

### **SECTION 4**

In the event an officer is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the officer may not have worked four (4) hours as a result of the call-out. In order for the officer to be eligible for the callout pay stipulated in this

section, the officer's supervisor with the knowledge and approval of the Division Commander or the Chief of Police must have instituted it. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is in a non-duty status. A "call-out" shall be defined as being called for police business commencing two (2) hours or more prior to, or subsequent to, an officer's scheduled shift, or any call-out on an officer's scheduled day off. Any police business commencing less than two (2) hours prior to, or subsequent to, an officer's scheduled shift shall be considered a continuation of that shift, with overtime paid as if the officer had remained continuously on duty. The Township agrees that no officer's individual schedule will be adjusted for the sole purpose of circumventing the two (2) hour period after which the minimum call-out takes effect.

## **ARTICLE X VACATIONS**

### **SECTION 1**

Each member of the PBA who has worked the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his/her regular rate of pay:

- |  |   |
|--|---|
| a. Zero (0) to one (1) year of service                           | One (1) day a month for each month of service up to ten (10) days |
| b. After one (1) to the completion of five (5) years of service  | Thirteen (13) days  |
| c. After five (5) to the completion of ten (10) years of service | Eighteen (18) days  |
| d. After ten (10) years of service                               | Twenty-three (23) days  |

### **SECTION 2**

When any observed holiday falls within the period of the police officer's vacation period, the holiday shall be counted as a vacation day.

### **SECTION 3**

Vacation shall be scheduled by seniority, (most senior to least senior) at the time the schedule is completed for the following year which is to be no later than November 15. Seniority will take priority from the time the schedule is released up to and including January 31 of the schedule year. Vacations shall be scheduled by the Chief of Police in such a manner as to ensure adequate levels of personnel to operate efficiently.

### **SECTION 4**

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Township Manager.

### **SECTION 5**

Vacation leave, subject to the approval by the Chief of Police and the Township Manager, may be taken from time to time in units of full days. At the time of separation from the employment, an employee shall be paid for any full days' vacation accumulated.

### **SECTION 6**

In anticipation of a full year of service, as of the January 1<sup>st</sup> following an employee's one (1) year anniversary date, such employee shall be credited with his annual vacation, which may be utilized in accordance with Section 3 herein, in advance of the days actually being earned on an accrual basis. However, any time utilized prior to its being earned on an accrual basis shall be considered a loan of the time, and in the event the employee for any reason terminates his/her service, or is terminated, prior to its being accrued, such time shall be deducted from the

employee's final pay. An employee who utilizes such vacation leave "in advance" due to a disability caused by a work incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

## **ARTICLE XI HOLIDAYS**

### **SECTION 1**

The following shall be recognized as holidays under this Agreement, paid at a rate of one and one-half (1 ½ ) times the officer's base hourly rate as determined under the provisions of Article IX, Section 1.

New Years' Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Additional holidays: The day after Thanksgiving, ½ day prior to Christmas Day, and ½ day prior to New Year's Day.

### **SECTION 2**

Payment of said holidays will be made in the officer's base salary and shall be considered part of an officer's base salary for the purpose of calculating overtime. Each holiday shall be calculated at a rate of eight (8) hours per day. This equals fifteen (15) holidays paid at time and one-half (1 ½).

### **SECTION 3**

The PBA understands and agrees in the future, that in the event a calendar year should be divided into twenty seven (27) pay periods, the member's yearly salary will be divided into twenty seven (27) equal payments, not twenty six (26).

### **SECTION 4**

In the event the Township Council grants additional time off at least two (2) hours per occurrence to other Township employees (i.e., for holiday, inclement weather, or other special observances), the members of the police department who are scheduled to work and are physically working on the day and the time within which the Township is closed, shall receive straight time (non-compensatory comp. time off), hour for hour, when the Township is closed equal to the number of hours that other Township employees were released from duty. Closures or delays issued prior to 12:01 pm the day of the event (closing) shall be credited to those members of the Midnight Shift who actually worked and went off- duty the shift prior. If a closing or delay occurs after 12:01 pm the Midnight Shift members following the closure who

actually work will be credited with the time equivalent to the time off granted to other Township employees. Straight time accumulated during such an event shall have no cash value at any time, including at time of separation from the Township. Any officer not scheduled or that is sick or on vacation or otherwise not present shall not receive any compensatory time. **This section shall take effect as of April 1, 2014.**



**ARTICLE XII**  
**LIFE INSURANCE & DISABILITY INSURANCE**

**SECTION 1**

After completion of the required probationary period, each officer shall be eligible for a ten thousand (\$10,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice. Effective January 1, 2015, the life insurance amount shall be increased to twenty-five thousand dollars (\$25, 000).

**SECTION 2**

The annual premium for the policy shall be paid by the Township only until an officer's separation from service. At that time, the officer may make their own arrangements with the insurance company for the continuation or conversion of the insurance at their own expense.

**SECTION 3**

Each full-time officer, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a noncontributory basis by the Township. This benefit terminates upon the officer's separation of employment with the Township.

## **ARTICLE XIII HOSPITAL AND MEDICAL INSURANCE**

### **SECTION 1**

All full-time officers will be covered for hospital and medical insurance through the State Health Benefits Program.

(a) All employees shall contribute toward the cost of health benefits in accordance with New Jersey State law (i.e. New Jersey State Statute Chapter 78)

### **SECTION 2**

Full-time officers covered by this Agreement will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half the dependent unit premium. Enrollment in the dependent unit plan is optional to the officer. The dental plan shall include Delta Plan's Ortho II (adult and child) and Program II changes in basic coverage including the \$1,500.00 annual maximum on basic services. The officer will pay all supplemental dental service premium costs. The Township reserves the right to change dental plan carriers provided equal or better coverage is obtained.

### **SECTION 3**

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees, at the employee's option, to decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits in accordance with State law.

## **ARTICLE XIV CLOTHING**

### **SECTION 1**

The Township, as approved by the Chief of Police, will replace clothing or personal articles damaged in the line of duty. The Township agrees that should there be a change of uniform designated from that currently worn by Township Police Officers, then the Township shall pay for the cost of such change in uniform for each member, and replacement as necessary.

**ARTICLE XV**  
**FALSE ARREST AND LIABILITY INSURANCE**

**SECTION 1**

The Township shall continue the current program for false arrest and liability insurance for all unit employees.

**SECTION 2**

As per N.J.S.A. 40A:14-155, the Township agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. Any legal counsel assigned shall be chosen by the Township and its insurance carrier. In the event it is determined by the insurance carrier or the designated legal counsel assigned to defend any officer, that a conflict of interest exists, then the insurance carrier shall assign additional attorneys as determined at that time. This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any officer by the Township or Department.

## **ARTICLE XVI UNION BUSINESS**

### **SECTION 1**

The President of the PBA or his designee shall be excused from his work assignment and shall be granted a reasonable amount of time to handle PBA business, provided, however, that prior to the time the PBA business arises, the President or officer notifies either his supervisor or the Chief of Police; and provided, that such time is limited to an aggregate of twenty (20) hours per month, non-cumulative. During contract negotiations, the PBA President shall be excused from his work assignments and shall be granted an unlimited amount of time off while actually involved in collective negotiations with the Township representatives. The PBA President shall have priority in picking his permanent shift each year, however, seniority will prevail in the picking of days off. This policy shall remain in effect for the entire term of the PBA President.

### **SECTION 2**

The Township shall permit the Grievance Committee to conduct the business of the Committee, which consists of the conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department, or require overtime to maintain the effectiveness of the Department. Prior to the Grievance Committee's beginning their review of the grievance, supervisor(s) of the employee(s) to be visited will be notified and asked to make the employee available for interview. The supervisor will arrange for the employee's availability if the employee is in a duty status and notify the Committee of the time the employee(s), is available. The Committee will provide the Supervisor(s) an estimated time they need to spend with the employee. If the Committee finds it necessary to interview any Supervisor in relation to the grievance, such Supervisor(s) may designate another Supervisor(s) to witness the interview.

### **SECTION 3**

The Township will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the PBA for posting notices concerning PBA business and activities.

### **SECTION 4**

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend monthly State PBA meetings. Should they be scheduled for the midnight tour, they shall be excused from duty on the day of the monthly meeting. The PBA President or his designee and the State Delegate shall be allowed to attend the annual State PBA Mini-Convention without loss of pay and released from duty to attend. The PBA President or his designee, the State Delegate, and the Alternate State Delegate will be permitted to attend the PBA State convention without loss of pay and shall be released from duty to attend.

### **SECTION 5**

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend seminars, conferences, ceremonies, events, and expositions related to PBA business.

**ARTICLE XVI**  
**PENSIONS**

The Township shall continue to make pension contributions pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE XVIII**  
**DISCHARGE AND SUSPENSION**

No officer shall be suspended or discharged without just cause. An officer who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A:14A:-118, et seq., and in accordance with Article V Grievance Procedure.

## **ARTICLE XIX SALARY AND WAGES**

### **SECTION 1**

While a probationary officer is in the Police Academy, the officer shall be paid the Academy Rate. Upon graduation from the academy, all officers hired after January 1, 2014 will be placed on the probationary step for a period of nine months or completion of one year of service from the date of hire, whichever is shorter. For those officers that do not require Academy Training, he/she shall be on the probationary step for a period of one year from the date of hire and shall thereafter move through the Step Guide below. Thereafter, increments will be paid annually on his/her hiring anniversary date.

The annual basic salaries for existing officers and those hired after January 1, 2014 shall be paid in biweekly payments and are as follows:

Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her hire date. Effective January 1, 2014, the base pay for the top step of the guide shall increase by 2%.

Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her hire date. Effective January 1, 2015, the base pay for the top step of the guide shall increase by 2%.

Officers in the step guide shall receive the next step in the salary guide on the anniversary of his/her hire date. Effective January 1, 2016, the base pay for the top step of the guide shall increase by 2.3%.

All officers at top pay in 2013 shall receive step 11 in the new salary guide in 2014.



## SALARY GUIDE

SALARY GUIDE FOR OFFICERS HIRED PRIOR TO 1/1/2014			
	2014	2015	2016
<b>Probationary</b>	\$41,784	\$41,784	\$41,784
<b>1</b>	\$49,109	\$49,109	\$49,109
<b>2</b>	\$54,923	\$54,923	\$54,923
<b>3</b>	\$60,243	\$60,243	\$60,243
<b>4</b>	\$65,277	\$65,277	\$65,277
<b>5</b>	\$69,987	\$69,987	\$69,987
<b>6</b>	\$77,722	\$77,722	\$77,722
<b>7</b>	\$84,089	\$84,089	\$84,089
<b>8</b>	\$92,155	\$92,155	\$92,155
<b>9</b>	\$98,647	\$98,647	\$98,647
<b>10</b>	\$105,506	\$105,506	\$105,506
<b>11</b>	\$114,611	\$116,904	\$119,592

SALARY GUIDE FOR OFFICERS ON OR AFTER TO 1/1/2014			
	2014	2015	2016
<b>Academy</b>	\$35,000	\$35,000	\$35,000
<b>Probationary</b>	\$40,764	\$40,764	\$40,764
<b>1</b>	\$46,528	\$46,528	\$46,528
<b>2</b>	\$52,292	\$52,292	\$52,292
<b>3</b>	\$58,056	\$58,056	\$58,056
<b>4</b>	\$63,820	\$63,820	\$63,820
<b>5</b>	\$69,584	\$69,584	\$69,584
<b>6</b>	\$75,348	\$75,348	\$75,348
<b>7</b>	\$81,112	\$81,112	\$81,112
<b>8</b>	\$86,876	\$86,876	\$86,876
<b>9</b>	\$92,640	\$92,640	\$92,640
<b>10</b>	\$98,404	\$98,404	\$98,404
<b>11</b>	\$105,506	\$105,506	\$105,506
<b>12</b>	\$109,932	\$109,932	\$109,932
<b>13</b>	\$114,611	\$116,904	\$119,592

Any officer training any recruit during a shift shall be credited with one (1) hour of compensatory time per shift.

## **SECTION 2**

In addition to any pay or other monetary benefits granted or allowed by the terms of this agreement, any officer assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500.00) dollars per year, prorated in accordance with the length of said assignment.

**SECTION 3-** In addition to an officer's annual wage, each officer shall be paid a longevity increment after the completion of the number of years of continuous service in the Police Department as follows:

### **LONGEVITY GUIDE OFFICERS HIRED PRIOR TO 1/1/14**

As of the 1 <sup>st</sup> day of the 6 <sup>th</sup> year	\$1148
As of the 1 <sup>st</sup> day of the 11 <sup>th</sup> year	\$2467
As of the 1 <sup>st</sup> day of the 16 <sup>th</sup> year	\$3844
As of the 1 <sup>st</sup> day of the 21st year	\$4934

### **LONGEVITY GUIDE OFFICERS HIRED ON OR AFTER 1/1/14**

As of the 1st day of the 11th year	\$2467
As of the 1st day of the 21st year	\$4934

Each officer of the Police Department will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary in the regular payroll checks. Service in other municipal police department or state law enforcement agency shall be creditable towards longevity benefits.

## **SECTION 4**

(a) Educational incentive pay shall be provided in addition to the amount paid as base salary and longevity pay to members of the Police Department who successfully complete or have completed a course or course of instruction as herein described. Said additional payment shall be known as Educational Incentive Pay. Officers hired on or after January 1, 2014 shall receive the following:

Associates: \$1525

Bachelors: \$3029

Masters: \$3787

Any officer currently receiving compensation for college credits approved under previous contract will continue to be compensated for at least that number of credits multiplied by the rate of \$25.25 per credit in effect. However, no officer shall be paid for any additional credits accrued after December 31, 2014 unless prior approval of curriculum/courses offered toward the high education degree is approved by Township Manager.

(b) Courses eligible for educational incentive pay shall be those courses given in Police Science, Criminal Justice and electives necessary for completing a degree in Police Science or Criminal Justice at an accredited college; each course to be completed with a grade of C or better or the equivalent thereof. All such courses shall be undertaken on the officer's own time and expense.

(c) The decision of the Township Manager or his/her designee as to acceptability of such credits and degrees shall be final.

(d) Computation of such educational incentive pay shall be made as of December 15 of each year on the total allowable credits possessed by the employee and such payments for such credits shall commence on the following January 1.

**ARTICLE XX**  
**CHECK-OFF AND AGENCY FEE DEDUCTION**

**SECTION 1**

The Township agrees to deduct PBA membership dues from the pay of those officers who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the PBA and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the PBA and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the PBA by the fifth (5th) day following the end of the pay period.

**SECTION 2**

Any written dues deduction authorization may be withdrawn by an officer, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

**SECTION 3**

Any officer in the bargaining unit on the effective date of this agreement who does not join the PBA within thirty (30) days thereafter, any new officer who does not join within thirty (30) days of initial employment within the unit and any officer previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the PBA by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular PBA membership dues, fees and assessments as certified to the Township by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the PBA membership dues, fees and assessment. The PBA's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the PBA remains the majority representative.

**SECTION 4**

The PBA agrees to indemnify and hold harmless the Township from any cause of action, claims, and loss or damages incurred as a result of this Article.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

Neither the Township nor the Association shall discriminate against any officer by reason of race, creed, sex, color, political or religious affiliation or National origin. Where the word "he", "she", "him", or "her", is used in this Agreement it shall mean both sexes.

**ARTICLE XXII**  
**PERSONAL DAYS**

Each officer covered by the terms of this agreement shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days' notice, except in emergency situations. An officer must work the full year to be eligible for both days. The first day may be used after six (6) months employment of the year and the second day after ten (10) months. The days shall not be cumulative to the following year. If any officer terminates his/her employment or is terminated by the Township prior to the officer completing the eligibility period for either day, and such day is used, such payment will be subtracted from any final payment due to the officer. Any officer who does not lose more than four hours of time due to a reported injury will receive an additional personal day the following year.

**ARTICLE XXIII**  
**EMPLOYEE COMPENSATION AND EXPENSE AGREEMENT**  
**FOR OFF-DUTY K-9 CARE AND MAINTENANCE**

**SECTION 1**

The officer assigned to K-9 detail("K-9 Officer"), the PBA, and the Township have come to the following agreement concerning the payment of expenses for the K-9 detail and compensation for the off-duty K-9 care and maintenance.

The K-9 dog will be purchased or donated to the Township and cared for, and maintained by the K-9 Officer. In addition, the Township shall provide veterinary services related to the care of the K-9 dog. The K-9 Officer freely agrees to be responsible for the care and maintenance of the K-9 dog. The Township of Howell will be responsible for any veterinarian expenses.

The K-9 Officer, the PBA, and the Township have come to an agreement as to the amount of off-duty hours performed per week related to K-9 care, maintenance, and personal training. The K-9 Officer will be paid ten (\$10.00) dollars per day, which is equal to \$3650.00 per calendar year. This rate of pay will be included in the K-9 Officer's base salary and will be included in his bi-weekly pays. The K-9 Officer will have the option of purchasing the K-9 dog for one (\$1.00) dollar when it is deemed that the K-9 dog can no longer fulfill its duties.

## **ARTICLE XXIV SENIORITY**

### **SECTION 1**

Seniority in the Department for command and control purposes is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher-ranking command or supervisory officer. In the event of a reduction in the size of the police force, termination of members or officers shall be in the inverse order of their appointment to the Department.

**The February 25, 2013 decision of arbitrator Richard Gwinn (AR-2012-275) which is attached as Appendix A, shall be incorporated herein and applicable hereto by way of reference in this section. In the event this section conflicts with the decision of Richard Gwinn, then the decision shall control.**

**The February 25, 2013 decision of arbitrator Richard Gwinn (AR-2012-275) shall apply to off-duty over time requests.**

### **SECTION 2**

At the completion of an officer's 20th year, the officer will get a seniority recognition of the title of Corporal. The seniority recognition of Corporal will be signified by the officer wearing two stripes on each arm. The title of Corporal along with Corporal stripes is solely a recognition of an officer's seniority within the Department and bears no added responsibilities as well as no added benefits.

### **SECTION 3**

(a) Upon hiring a new officer to serve in the Police Department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a fulltime, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.

(b) Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s). Such benefits shall be determined by length of service as a police officer in the Township.

(c) Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.



## **ARTICLE XXV PROMOTIONAL TESTING PROCEDURE**

### **SECTION 1**

The Township shall give notice of promotional examinations no earlier than seventy (70) and no later than sixty (60) days prior to the scheduled examination and officers are required to provide the Department with notice of their intention to take the promotional examination within fourteen (14) days of the Township notice of promotion. Notice shall be provided as follows:

- (a) Posting of notices on official department bulletin boards.
- (b) Announcement at roll calls for each shift.
- (c) A copy of the notice shall be delivered to the PBA President either in person or by certified mail sent to the PBA offices.
- (d) A copy of the notice shall be mailed by certified mail to all employees who are not scheduled to work because of a work related injury.

### **SECTION 2**

Registration for the examination shall be accepted up to fourteen calendar days prior to the scheduled date of the examination.

### **SECTION 3**

Results of the testing shall be posted and a copy of the results shall be given to the PBA President.

### **SECTION 4**

The promotional list, which results from the test, shall be valid and used by the Department for a period of three (3) years from the date of the posting of the scores.

**ARTICLE XXVI**  
**COMPLETENESS OF AGREEMENT**

**SECTION 1**

This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of the Agreement all matters, which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

**SECTION 2**

Except as specifically provided for in this Agreement the Parties agree that during the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXVII  
SAVINGS CLAUSE**

**SECTION 1**

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

**SECTION 2**

All current policies not covered in this Agreement shall remain in full force, subject to Article IV.

**SECTION 3**

If any provisions are determined to be invalid the Township and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXVIII  
DURATION**

**SECTION 1**

This Agreement shall be in effect as of January 1, 2014 up to and including December 31, 2016.

**SECTION 2**

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

**SECTION 3**

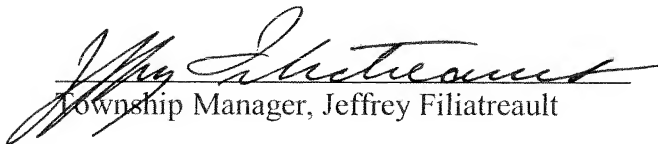
The parties agree hereto that negotiations shall begin not later than ninety (90) days prior to the expiration date of this Agreement.

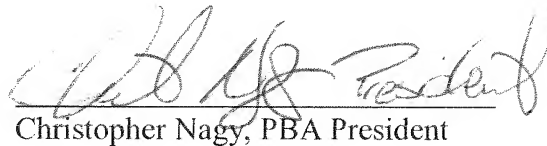
**SECTION 4**

In the event that the parties fail to reach agreement on a successor collective bargaining agreement prior to the expiration of the agreement, eligible officers shall continue to receive the applicable step salary increase on their anniversary date as provided for in ARTICLE XIX, Section 1. Notwithstanding the foregoing, the awarding of a salary step increase shall remain subject to collective negotiations and any such increase awarded under the provisions of this paragraph shall be modified and taken into account to reflect the final negotiated salary guide of the successor collective bargaining agreement.

**FOR THE TOWNSHIP:**

**FOR THE PBA:**

  
Township Manager, Jeffrey Filiatreault

  
Christopher Nagy, PBA President

  
William Gotto, Mayor

  
Robert Hill, PBA Vice President